

**MINUTES
TOWNSHIP OF PENNSAUKEN
TOWNSHIP COMMITTEE MEETING
JULY 9, 2020**

The Committee Meeting of the Pennsauken Township Committee was held via electronic participation on Thursday, July 9th, 2020.

The Meeting was called to order by Mayor Killion at 6:01pm. Mayor Killion gave an update on the number of COVID cases within the Township at 697 with a total number of deaths at 17. He proceeded to comment that one death is too many and asked everyone to continue to be safe and wear their mask. He called for the Salute to the Flag to be followed by a Moment of Silence.

Mayor Killion announced the meeting in compliance of the "Senator Byron M. Baer Open Public Meetings Act".

CONSIDERATION OF/AND POSSIBLE ACTIONS ON ANY REQUEST FOR ELECTRONIC PARTICIPATION IN MEETING –

Special request for electronic participation in the meeting due to current Covid-19 Pandemic.

Committeewoman Rafeh moved the motion to participate via ZOOM.
Deputy Mayor DiBattista seconded the motion.
An affirmative 5/0 voice vote was recorded.

The meeting commenced with a roll call by the Township Acting Clerk.

PRESENT: Committeeman Dyer, Committeewoman McBride, Committeewoman Rafeh, Deputy Mayor DiBattista and Mayor Killion.

Also present were Director of Regulatory Services Shakir Ali, Acting Township Clerk Pamela Scott-Forman, Deputy Clerk Ana Matos and Linda Galella, Esq. of Parker McCay.

ORDINANCES: SECOND READING (PUBLIC MAY COMMENT)

2020:12 CALENDAR YEAR 2020 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Township Committee of the Township of Pennsauken in the County of Camden finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Township Committee hereby determines that a 3.5% increase in the budget for said year, amounting to \$ 322,671.97 in excess of the increase in final

appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Township Committee hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE BE IT ORDAINED, by the Township Committee of the Township of Pennsauken, in the County, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Township of Pennsauken shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5% amounting to \$ 1,129,351.90, and that the CY 2020 municipal budget for the Township of Pennsauken be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

No public wished to comment.

Committeeman Dyer moved a motion to adopt Ordinance 2020:12.

Committeewoman Rafeh seconded the motion.

An affirmative 5/0 roll call vote was recorded – Motion pass.

2020:13 AN ORDINANCE FIXING THE SALARIES TO BE PAID TO CERTAIN OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF PENNSAUKEN IN THE COUNTY OF CAMDEN, STATE OF NEW JERSEY

BE IT ORDAINED by the Township Committee of the Township of Pennsauken, in the County of Camden and State of New Jersey that Ordinance Nos. 2019-10 & 2019-22 are hereby amended to reflect salary increases to schedule D. Schedules A, B, C, E & F and their sections from Ordinance 2019-10 are hereby readopted without change.

SCHEDULE A:

SECTION 1. That the annual salaries to be paid to the members of the Superior Officers Association serving as Captains, Lieutenants and Sergeants of the Police Department of the Township of Pennsauken are hereby fixed at the following amounts.

All bargaining unit members as of January 1, 2017 will remain on the current step structure and advance through each step of the salary guide until retirement, including in the event of any promotions. Those officers shall have their salaries increased by 2.5% effective July 1, 2018; 2% effective July 1, 2019; 2% effective July 1, 2020; 2% effective July 1, 2021; and 2% effective July 1, 2022. Those Police Officers shall be paid as follows:

B. EFFECTIVE JULY 1, 2018:

	Sergeants	Lieutenants	Captains
Step 1	\$ 120,665.00	\$ 132,023.00	\$ 139,309.00
Step 2	\$ 124,284.00	\$ 135,983.00	\$ 143,487.00
Step 3	\$ 125,491.00	\$ 137,302.00	\$ 144,880.00

Step 4	\$ 126,698.00	\$ 138,624.00	\$ 146,274.00
Step 5	\$ 127,904.00	\$ 139,943.00	\$ 147,667.00
Step 6	\$ 129,111.00	\$ 141,264.00	\$ 149,060.00

C. EFFECTIVE JANUARY 1, 2019:

	Sergeants	Lieutenants	Captains
Step 1	\$ 123,078.00	\$ 134,664.00	\$ 142,095.00
Step 2	\$ 126,770.00	\$ 138,702.00	\$ 146,356.00
Step 3	\$ 128,000.00	\$ 140,048.00	\$ 147,777.00
Step 4	\$ 129,232.00	\$ 141,397.00	\$ 149,199.00
Step 5	\$ 130,462.00	\$ 142,742.00	\$ 150,620.00
Step 6	\$ 131,693.00	\$ 144,089.00	\$ 152,041.00

D. EFFECTIVE JULY 1, 2020:

	Sergeants	Lieutenants	Captains
Step 1	\$ 125,540.00	\$ 137,357.00	\$ 144,937.00
Step 2	\$ 129,305.00	\$ 141,476.00	\$ 149,284.00
Step 3	\$ 130,561.00	\$ 142,849.00	\$ 150,733.00
Step 4	\$ 131,817.00	\$ 144,225.00	\$ 152,183.00
Step 5	\$ 133,071.00	\$ 145,597.00	\$ 153,632.00
Step 6	\$ 134,327.00	\$ 146,971.00	\$ 155,082.00

E. EFFECTIVE JULY 1, 2021:

	Sergeants	Lieutenants	Captains
Step 1	\$ 128,051.00	\$ 140,104.00	\$ 147,836.00
Step 2	\$ 131,892.00	\$ 144,306.00	\$ 152,269.00
Step 3	\$ 133,172.00	\$ 145,706.00	\$ 153,747.00
Step 4	\$ 134,453.00	\$ 147,109.00	\$ 155,227.00
Step 5	\$ 135,732.00	\$ 148,509.00	\$ 156,705.00
Step 6	\$ 137,014.00	\$ 149,910.00	\$ 158,183.00

F. EFFECTIVE JULY 1, 2022:

	Sergeants	Lieutenants	Captains
Step 1	\$ 130,612.00	\$ 142,906.00	\$ 150,792.00
Step 2	\$ 134,529.00	\$ 147,192.00	\$ 155,315.00
Step 3	\$ 135,835.00	\$ 148,620.00	\$ 156,822.00
Step 4	\$ 137,142.00	\$ 150,051.00	\$ 158,331.00
Step 5	\$ 138,447.00	\$ 151,479.00	\$ 159,839.00
Step 6	\$ 139,754.00	\$ 152,908.00	\$ 161,347.00

H. All members promoted into the bargaining unit after July 2, 2013 will be paid pursuant to the salary schedule set forth below:

	Sergeants	Lieutenants	Captains
Effective 7/1/2018	\$ 118,735.00	\$ 123,935.00	\$ 129,135.00
Effective 7/1/2019	\$ 121,110.00	\$ 126,414.00	\$ 131,718.00
Effective 7/1/2020	\$ 123,532.00	\$ 128,942.00	\$ 134,352.00
Effective 7/1/2021	\$ 126,003.00	\$ 131,521.00	\$ 137,039.00
Effective 7/1/2022	\$ 128,523.00	\$ 134,151.00	\$ 139,780.00

SECTION 2. Other contractual agreements related to fringe benefits directly affecting compensation of Superior Officers shall be in accordance with the contract executed by the Superior Officers and the Township of Pennsauken.

SECTION 3. Rates of pay shall be paid retroactively to the commencing date of salary schedule, or the date of hire if subsequent to that date.

SCHEDULE B:

SECTION 1. The annual salaries to be paid to the members of the Fraternal Order of Police serving as Patrolmen and Detectives of the Police Department of the Township of Pennsauken are fixed at the following amounts:

With the exception of the pay scale for all officers hired after January 1, 2019, which is fixed for calendar year 2019, all existing titles and steps shall be increased retroactive to January 1, 2019 and paid in accordance with the following salary increases and schedules:

Effective January 1, 2019, all salaries and steps covered by this agreement shall be increased 3%.

Effective January 1, 2020, all salaries and steps shall be increased and paid in accordance with the following salary increases and salary schedules, including all employees hired after January 1, 2019:

Effective January 1, 2020, all salaries and steps covered by this agreement shall be increased 3%.

Effective January 1, 2021, all salaries and steps covered by this agreement shall be increased 3%.

Effective January 1, 2022, all salaries and steps covered by this agreement shall be increased 3%.

In addition, all officers subject to the pay scale for members hired from January 5, 2010 through December 31, 2018, will be advanced one (1) step in the pay scale retroactive to January 1, 2019 per the list of officers and step movement in the December 4, 2018 Memorandum of Understanding.

This advancement in the pay scale will be in addition to the officer's regular advancement occurring on his/her anniversary.

Base Salary for Patrol Officers Hired Prior to January 5, 2010

	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Cadet:	\$ 55,892	\$ 57,569	\$ 59,296	\$ 61,075
Step 2:	\$ 59,244	\$ 61,021	\$ 62,852	\$ 64,738
Step 3:	\$ 63,718	\$ 65,630	\$ 67,598	\$ 69,626
Step 4:	\$ 69,306	\$ 71,385	\$ 73,527	\$ 75,733
Step 5:	\$ 78,295	\$ 80,644	\$ 83,063	\$ 85,555
Step 6:	\$ 85,202	\$ 87,758	\$ 90,391	\$ 93,103
Step 7:	\$ 92,110	\$ 94,873	\$ 97,719	\$100,651
Step 8:	\$107,694	\$110,925	\$114,253	\$117,680

Step 9:	\$108,737	\$111,999	\$115,359	\$118,820
Step 10:	\$109,783	\$113,076	\$116,469	\$119,963
Step 11:	\$110,831	\$114,156	\$117,581	\$121,108
Step 12:	\$119,722	\$123,314	\$127,013	\$130,823

**Base Salary for Patrol Officers Hired From January 5, 2010
Through December 31, 2018**

	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Cadet:	\$ 53,241	\$ 54,838	\$ 56,483	\$ 58,178
Step 2:	\$ 55,892	\$ 57,569	\$ 59,296	\$ 61,075
Step 3:	\$ 59,244	\$ 61,021	\$ 62,852	\$ 64,738
Step 4:	\$ 63,718	\$ 65,630	\$ 67,598	\$ 69,626
Step 5:	\$ 69,306	\$ 71,385	\$ 73,527	\$ 75,733
Step 6:	\$ 73,801	\$ 76,015	\$ 78,295	\$ 80,644
Step 7:	\$ 78,295	\$ 80,644	\$ 83,063	\$ 85,555

**Base Salary for Patrol Officers Hired From January 5, 2010
Through December 31, 2018 (CONTINUED)**

	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Step 8:	\$ 85,202	\$ 87,758	\$ 90,391	\$ 93,103
Step 9:	\$ 92,110	\$ 94,873	\$ 97,719	\$100,651
Step 10:	\$ 99,853	\$102,849	\$105,934	\$109,112
Step 11:	\$107,694	\$110,925	\$114,253	\$117,680
Step 12:	\$108,737	\$111,999	\$115,359	\$118,820
Step 13:	\$109,783	\$113,076	\$116,469	\$119,963
Step 14:	\$110,831	\$114,156	\$117,581	\$121,108
Step 15:	\$119,722	\$123,314	\$127,013	\$130,823

Base Salary for Detectives

	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Step 1:	\$ 112,946	\$ 116,334	\$ 119,824	\$ 123,419
Step 2:	\$ 116,335	\$ 119,825	\$ 123,420	\$ 127,123
Step 3:	\$ 117,461	\$ 120,985	\$ 124,614	\$ 128,352
Step 4:	\$ 118,591	\$ 122,149	\$ 125,813	\$ 129,588

Step 5: \$ 119,722 \$ 123,314 \$ 127,013 \$ 130,823

Base Salary for Patrol Officers Hired After January 1, 2019

	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Step 1:	\$ 52,000	\$ 53,560	\$ 55,167	\$ 56,822
Step 2:	\$ 55,000	\$ 56,650	\$ 58,350	\$ 60,100
Step 3:	\$ 58,000	\$ 59,740	\$ 61,532	\$ 63,378
Step 4:	\$ 63,000	\$ 64,890	\$ 66,837	\$ 68,842
Step 5:	\$ 68,000	\$ 70,040	\$ 72,141	\$ 74,305
Step 6:	\$ 74,000	\$ 76,220	\$ 78,507	\$ 80,862
Step 7:	\$ 81,500	\$ 83,945	\$ 83,463	\$ 89,057
Step 8:	\$ 90,000	\$ 92,700	\$ 95,491	\$ 98,345
Detective:	\$ 97,200	\$100,116	\$103,119	\$106,213

SECTION 2. For the purposes of this salary schedule, the “Cadet” salary shall be applicable to any Officer hired by the Township until that Officer has completed training at the Police Academy or has been employed for a full year by the Township, whichever comes later. After completion of training at the Academy, the salary scale shall be applied with reference to the anniversary date of hire, so that, for example, in the event that an Officer does not complete Academy training until fifteenth (15th) month after the date of hire, he/she shall be paid at the 2nd Step until the completion of Academy training, and at the 3rd step salary commencing on the twenty-fourth (24th) month after his/her date of hire.

SECTION 3. All bargaining unit employees shall be subject to the salary schedules set forth above depending on their date of Hire. Advancement through to the eighth (8th) step within the salary guide for Patrolmen hired prior to January 5, 2010 and advancement through the twelfth (12th) step within the salary guide for Patrolmen hired after from January 5, 2010 through December 31, 2018 shall occur on the anniversary date of the bargaining unit employee’s commencement of employment with the Township of Pennsauken as a Police Officer. For all Officer’s hired prior to January 5, 2010, progression beyond the eighth (8th) step shall be in accordance with the June 19, 2002 settlement agreement reached regarding the 2002 contract, and progression beyond the twelfth (12th) step for Officers hired from January 5, 2010 through December 31, 2018 shall be in accordance with the MOA reached regarding the 2010 contract. For all Officers hired after January 1, 2019, advancement through to the eight (8th) step within the salary guide shall occur on the anniversary date of the bargaining unit employee’s commencement of employment with the Township of Pennsauken as a Police Officer.

Detective pay for Officers hired and appointed after January 1, 2019 will be subject to the new eight (8) step salary schedule negotiated for officers hired after January 1, 2019.

SECTION 4. Other contractual agreements related to fringe benefits directly affecting compensation of officers and employees shall remain in force as adopted by the Township Committee.

SCHEDULE C:

SECTION 1. The annual salaries to be paid to certain members of the Pennsauken Career Fire Fighters Association, Fire Fighters Mutual Benevolent Association (FMBA) Local 64 employed by the Township as Fire Fighters or Fire Inspectors are hereby fixed at the following amounts.

BASE SALARY

A. All bargaining unit members employed as Firefighters or Fire Inspectors will remain on the current step structure and advance through each step of the salary guide per the past practice established between the parties (either January 1 or anniversary date) as applicable to each individual bargaining unit member. These members shall have their salaries increased by 2.5% effective January 1, 2019; 2.25% effective January 1, 2020; 2.25% effective January 1, 2021; 2.25% effective January 1, 2022 and 2.5% effective January 1, 2023 and shall be subject to the following pay scale:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Step 1	\$41,712	\$42,651	\$43,611	\$44,592	\$45,707
Step 2	\$45,712	\$46,741	\$47,793	\$48,868	\$50,090
Step 3	\$49,713	\$50,832	\$51,976	\$53,145	\$54,474
Step 4	\$53,712	\$54,921	\$56,157	\$57,421	\$58,857
Step 5	\$60,031	\$61,382	\$62,763	\$64,175	\$65,779

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Step 6	\$65,917	\$67,400	\$68,917	\$70,468	\$72,230
Step 7	\$71,508	\$73,117	\$74,762	\$76,444	\$78,355
Step 8	\$76,217	\$77,932	\$79,685	\$81,478	\$83,515
Step 9	\$81,513	\$83,347	\$85,222	\$87,139	\$89,318
Step 10	\$87,950	\$89,929	\$91,952	\$94,021	\$96,372

SECTION 2. Other contractual agreements related to fringe benefits directly affecting compensation of FMBA Local 64 members shall be in accordance with the contract executed by the Pennsauken Career Fire Fighters Association and the Township of Pennsauken.

SECTION 3. Rates of pay set forth in this Ordinance shall be paid retroactively to those officers and employees who are actively engaged in the service of the Township at the time of passage of this Ordinance or the date of hire if subsequent to that date.

SCHEDULE D:

SECTION 1. Effective January 1, 2020, unless otherwise noted, the compensation of each employee whose title is listed in this Section shall be determined and fixed based upon the following schedule and shall be payable as set forth in this Section:

FULL-TIME CLASSIFIED SALARIED POSITIONS

<u>POSITION</u>	<u>PAYABLE</u>	<u>ANNUAL SALARY</u>
MUNICIPAL ADMINISTRATOR (EFFECTIVE 1/1 THROUGH 3/31/2020)	WEEKLY	\$169,028
ADMINISTRATIVE/ PERSONNEL ASSISTANT	WEEKLY	\$103,000
BUILDING & HOUSING DEPT. MANAGER (EFFECTIVE 1/1 THROUGH 5/1/2020)	WEEKLY	\$ 79,860
CHIEF EMT/EMS	WEEKLY	\$116,808
CHIEF FINANCIAL OFFICER	WEEKLY	\$173,256

FULL-TIME CLASSIFIED SALARIED POSITIONS (CONT'D)

<u>POSITION</u>	<u>PAYABLE</u>	<u>ANNUAL SALARY</u>
CHIEF OF POLICE (EFFECTIVE 7/1/2020)	WEEKLY	\$184,500
MUNICIPAL CLERK	WEEKLY	\$ 75,848
DEPUTY COURT ADMINISTRATOR	WEEKLY	\$ 72,000
DEPUTY TAX ASSESSOR (EFFECTIVE 6/15/2020)	WEEKLY	\$ 84,500
DEPUTY TAX COLLECTOR	WEEKLY	\$ 72,000
SENIOR CLERK, GOLF COURSE	WEEKLY	\$ 61,744
CLERK, GOLF COURSE	WEEKLY	\$ 44,580
CONSTRUCTION OFFICIAL (EFFECTIVE 1/1 THROUGH 5/6/2020) (EFFECTIVE 5/7/2020)	WEEKLY	\$122,880 \$120,600
ASSISTANT CONSTRUCTION OFFICIAL (EFFECTIVE 1/13 THROUGH 5/6/2020) (EFFECTIVE 5/7/2020)	WEEKLY	\$105,000 \$122,880
MUNICIPAL COURT ADMINISTRATOR	WEEKLY	\$ 92,072
ECONOMIC DEVELOPMT/ ASSOC.DIRECTOR	WEEKLY	\$ 94,728- \$113,336
MUNICIPAL ENGINEER	WEEKLY	\$ 92,248
FIRE CHIEF	WEEKLY	\$143,500
MANAGER, GOLF FACILITIES	WEEKLY	\$128,048
GOLF SUPERINTENDENT	WEEKLY	\$108,328

GREENSKEEPER	WEEKLY	\$ 67,600
SENIOR GROUNDSKEEPER	WEEKLY	\$ 57,956
GROUNDSKEEPER	WEEKLY	\$ 57,400
GROUNDSKEEPER/MECHANIC (EFFECTIVE 1/13/2020)	WEEKLY	\$ 50,000
GROUNDSKEEPER TRAINEE	WEEKLY	\$ 37,440
SENIOR HOUSING INSPECTOR	WEEKLY	\$ 53,060
HOUSING INSPECTOR	WEEKLY	\$ 49,260
HOUSING INSPECTOR TRAINEE (EFFECTIVE 1/20/2020)	WEEKLY	\$ 43,265
PUBLIC WORKS DIRECTOR	WEEKLY	\$ 96,000
PUBLIC WORKS SUPERINTENDENT	WEEKLY	\$107,740
RECREATION PROGRAM COORDINATOR (EFFECTIVE 1/1 THROUGH 6/12/2020) (EFFECTIVE 6/15/2020)	WEEKLY	\$110,312 \$122,812
SECRETARY TO POLICE CHIEF	WEEKLY	\$ 70,476
SECRETARY TO MAYOR/TWP.COMMITTEE	WEEKLY	\$ 79,240
SECRETARIAL ASSISTANT BILINGUAL SPANISH/ENGLISH	WEEKLY	\$ 79,240
SPECIAL LAW ENFORCEMENT OFFICER – CLASS I – FULL TIME	WEEKLY	\$ 38,376
SUPERVISOR - POLICE, FIRE & MUNICIPAL AUTO REPAIRS	WEEKLY	\$ 92,544
SUPERVISOR – PUBLIC WORKS	WEEKLY	\$ 74,620
CLERK-PURCHASING	WEEKLY	\$ 90,552
TAX ASSESSOR	WEEKLY	\$108,892
TAX COLLECTOR - RETIRING (EFFECTIVE 1/1 THROUGH 1/31/2020)	WEEKLY	\$104,592
TAX COLLECTOR – NEW HIRE (EFFECTIVE 1/21/2020)	WEEKLY	\$ 90,000
TECHNICAL ASSISTANT LAND USE	WEEKLY	\$101,856
TREASURER (EFFECTIVE 1/1 THROUGH 6/12/2020) (EFFECTIVE 6/15/2020)	WEEKLY	\$109,928 \$117,728

SECTION 2. Effective January 1, 2020 the compensation of each employee whose position title is listed in this Section shall be determined and fixed based upon the following schedule and shall be payable as set forth in this Section:

PART-TIME SALARIED POSITIONS

<u>POSITION</u>	<u>PAYABLE</u>	<u>ANNUAL SALARY</u>
ACTING MUNICIPAL MAGISTRATE	PER SESSION(4 HRS)	\$ 250.00
ACTING TOWNSHIP ADMINISTRATOR	WEEKLY	\$ 36,500
ADMINISTRATIVE AIDE - FIRE CHIEF	WEEKLY	\$ 5,200
MUNICIPAL COORDINATOR OF AGING	WEEKLY	\$ 25,660
CLERK – ACCOUNTS PAYABLE	WEEKLY	\$ 3,640
CLERK TYPIST/TELEPHONE OPERATOR	WEEKLY	\$ 42,708
COORDINATOR-MUNICIPAL POOL	WEEKLY	\$ 2,500
DIRECTOR OF PUBLIC SAFETY	MONTHLY	\$ 6,000
HOUSING RENTAL COORDINATOR	WEEKLY	\$ 7,532
MAYOR	MONTHLY/ANNUALLY	\$ 18,076
DEPUTY MAYOR	MONTHLY/ANNUALLY	\$ 16,784
MUNICIPAL MAGISTRATE	WEEKLY	\$ 80,284
PLANNING BOARD SOLICITOR	MONTHLY	\$ 13,616
MUNICIPAL PROSECUTOR	WEEKLY	\$ 32,860
PROSECUTOR - D.W.I./CONFLICT	PER SESSION (4 HRS)	\$ 250.00
PUBLIC DEFENDER	WEEKLY	\$ 31,200
PUBLIC DEFENDER - D.W.I./CONFLICT	PER SESSION (4 HRS)	\$ 150.00
RECREATION PROGRAM SPECIALIST (PER PROGRAM)	ANNUALLY	\$100-400
EMERGENCY MGMT COORDINATOR	WEEKLY	\$ 11,508
TOWNSHIP COMMITTEEMAN	MONTHLY/ANNUALLY	\$ 15,884
WORKERS' COMPENSATION COORDINATOR	WEEKLY	\$ 3,900
ZONING BOARD SOLICITOR	MONTHLY	\$ 13,616

PART-TIME (OTHER THAN SALARY RATED)

<u>POSITION</u>	<u>PAYABLE</u>	<u>RATE</u>
CHAIRMAN PLANNING BOARD	ANNUALLY	\$ 500.00
CHAIRMAN ZONING BOARD	ANNUALLY	\$ 500.00
SPECIAL LAW ENFORCEMENT OFFICER – CLASS I	WEEKLY	\$18.45 HOUR

<u>POSITION</u>	<u>PAYABLE</u>	<u>RATE</u>
SPECIAL LAW ENFORCEMENT OFFICER – CLASS II	WEEKLY	\$30.00 HR
CLERK	WEEKLY	\$10.30-\$15.00 HR
CLERK – PRO SHOP	WEEKLY	\$15.00 HOUR
CLERK TYPIST	WEEKLY	\$11.00-\$20.00 HR
EMT DRIVER - PER DIEM	WEEKLY	\$15.00-\$17.00 HR
EMT DRIVER - PERMANENT	WEEKLY	\$16.00-\$18.00 HR
FIRE FIGHTER – PART-TIME	WEEKLY	\$15.00 HR
FIRE PREVENTION SPECIALIST	WEEKLY	\$15.00-\$18.00 HR
GOLF RANGER/STARTER	WEEKLY	\$11.00-\$13.00 HR
GROUNDSKEEPER	WEEKLY	\$11.00-\$15.00 HR
LAWN MAINTENANCE WORKER	WEEKLY	\$10.30-\$11.00 HR
LIFEGUARD	WEEKLY	\$10.30-\$12.00 HR
LIFEGUARD/MAINTENANCE REPAIRER	WEEKLY	\$10.30-\$15.00 HR
PARK MAINTENANCE WORKER/SEASONAL	WEEKLY	\$10.30-\$11.00 HR
PLANNING BOARD MEMBER	MONTHLY	\$65.00/MEETING
RECREATION SUPERVISOR	WEEKLY	\$12.00-\$14.00 HR
RECREATION SUPERVISOR-SWIMMING	WEEKLY	\$12.00-\$15.00 HR
SCHOOL TRAFFIC GUARD	WEEKLY	\$31.00/DAY
SEC'Y, ENVIRONMENTAL COMMISSION	MONTHLY	\$100.00/MEETING
SECRETARY, PLANNING BOARD	MONTHLY	\$100.00/MEETING
SECRETARY, RENT STABILIZATION	MONTHLY	\$35.00/MEETING
SEC'Y, SHADE TREE COMMISSION	MONTHLY	\$100.00/MEETING
SECRETARY, ZONING BOARD	MONTHLY	\$100.00/MEETING
ZONING BOARD MEMBER	MONTHLY	\$65.00/MEETING

SECTION 3. During the Year 2020 salaries shall be disbursed each Friday in Fifty-Two (52) equal installments, if paid on a weekly basis. If paid bi-weekly, there shall be twenty-six (26) installments, payable on an every other week basis. If paid monthly, there shall be twelve (12) installments, payable on the last weekly pay day of each month. If paid quarterly, there shall be four (4) installments, payable on the last weekly pay day of each quarter.

SECTION 4. The annual salaries of the officers and employees whose positions are listed in Schedule "D" shall be compensated at the salary set forth herein and shall become effective upon passage of this ordinance and the expiration of the legal

estoppel period, except if noted otherwise, and paid retroactively to January 1, 2020 for existing employees. All changes to part-time (other than salary rated) employees shall take place after the passage of this ordinance and the expiration of the legal estoppel period. These rates of pay shall apply only to those officers and employees who are actively engaged in the service of the Township at the time of the passage of this Ordinance. Employees hired after January 1, 2020 shall be paid retroactively to the date of their hiring.

SCHEDULE E:

The hourly rates or annual salaries payable to certain employees of the Township holding positions/titles bargained for by the American Federation of State, County, and Municipal Employees, AFSCME Council 71 be fixed as follows:

SECTION 1. Effective with the dates set forth in the salary guides attached and incorporated into this Ordinance as Appendix “A”, the compensation of each employee whose position/title is listed in this section will be determined and fixed based on the salary grades and levels, in the case of Emergency Medical Service employees (EMS), steps and levels, as set forth in Appendix “A”. Initial placement in the salary guides and subsequent progression within said guides shall be in accordance with the Memorandum of Agreement reached regarding the 2014 contract.

Any new employee hired during the term of this agreement, excluding EMS, shall be governed by the aforementioned salary guides except that during the first two (2) years of such employment, a new employee shall be paid at a phased in rate of 80%, eighty percent, 85%, eighty-five percent, 90%, ninety percent and 95%, ninety-five percent of the applicable salary guide following each six (6) month period of service. At the beginning of the third (3rd) year of employment, all new employees shall be paid at the full rate as established.

FULL-TIME CLASSIFIED POSITIONS

<u>POSITION</u>	<u>PAYABLE</u>	<u>SALARY GRADE</u>
ACCOUNT CLERK	WEEKLY	2
ASSISTANT TAX ASSESSOR	WEEKLY	11
ASSISTANT VIOLATIONS CLERK	WEEKLY	7
ASST. VIOLATIONS CLERK TYPING	WEEKLY	6
BUILDING MAINTENANCE WORKER	WEEKLY	1
BUILDING SERVICE WORKER	WEEKLY	1
CASHIER	WEEKLY	6
CLERK 1	WEEKLY	2
CLERK 2	WEEKLY	4
CLERK 3	WEEKLY	10
CODE ENFORCEMENT OFFICER	WEEKLY	7
DATA ENTRY OPERATOR 1	WEEKLY	6
DATA ENTRY OPERATOR 2	WEEKLY	7
DATA ENTRY OPERATOR 3	WEEKLY	8

EQUIPMENT OPERATOR	WEEKLY	6
HEAVY EQUIPMENT OPERATOR	WEEKLY	7
KEYBOARDING CLERK 1	WEEKLY	2
KEYBOARDING CLERK 2	WEEKLY	4
KEYBOARDING CLERK 3	WEEKLY	6
LABORER 1	WEEKLY	4
LABORER 2	WEEKLY	5
MAINTENANCE REPAIRER	WEEKLY	6
MAINTENANCE WORKER 2, GROUNDS	WEEKLY	10
MECHANIC	WEEKLY	10
MECHANIC'S HELPER	WEEKLY	7
MECHANIC DIESEL/MECHANIC HYDRAULICS	WEEKLY	14
MECHANIC REPAIRER/LIGHT EQUIPMENT	WEEKLY	10
MOTOR BROOM DRIVER	WEEKLY	7
OMNIBUS OPERATOR	WEEKLY	6
PRINCIPAL ACCOUNT CLERK	WEEKLY	8
PRINCIPAL CASHIER	WEEKLY	8
PRINCIPAL CLERK TRANSCRIBER	WEEKLY	8
PUBLIC SAFETY TELECOMMUNICATOR	WEEKLY	9
PUBLIC SAFETY TELECOMMUNICATOR TRAINEE	WEEKLY	2
ROAD REPAIRER 2	WEEKLY	10
SANITATION INSPECTOR	WEEKLY	10
SECRETARIAL ASSISTANT	WEEKLY	8
SENIOR ACCOUNT CLERK	WEEKLY	6
SENIOR BUILDING INSPECTOR	WEEKLY	14
SENIOR CASHIER	WEEKLY	7
SENIOR CLERK TRANSCRIBER	WEEKLY	5
SENIOR CODE ENFORCEMENT OFFICER	WEEKLY	14
SENIOR MAINTENANCE REPAIRER	WEEKLY	6

SUPERVISING ACCOUNT CLERK	WEEKLY	14
SUPERVISING EQUIPMENT OPERATOR	WEEKLY	12
SUPERVISING CLERK TRANSCRIBER	WEEKLY	10
TECHNICAL ASSISTANT, OFFICE OF THE CONSTRUCTION OFFICIAL	WEEKLY	8
TRAFFIC MAINTENANCE WORKER	WEEKLY	4
TREE MAINTENANCE WORKER 1	WEEKLY	7
TREE MAINTENANCE WORKER 2	WEEKLY	10
TRUCK DRIVER	WEEKLY	5
TRUCK DRIVER, HEAVY	WEEKLY	6
VIOLATIONS CLERK	WEEKLY	8

SECTION 2. Other contractual agreements relating to fringe benefits directly affecting compensation of officers and employees shall be in accordance with the contract executed by the Township of Pennsauken and AFSCME Council 71.

SECTION 3. Rates of pay set forth in this Ordinance shall be Paid retroactively to those officers and employees who are actively engaged in the service of the Township at the time of the passage of this Ordinance, or the date of hire if subsequent to that date.

SCHEDULE F:

SECTION 1. The annual salaries to be paid to certain members of the Pennsauken Career Fire Officers Association, Fire Fighters Mutual Benevolent Association (FMBA) Local 264 employed by the Township as Fire Officials or Fire Lieutenants are hereby fixed at the following amounts.

BASE SALARY

A. All bargaining unit members employed as fire officers will advance through each step of the salary guide per the past practice established between the parties (either January 1 or anniversary date) as applicable to each individual bargaining unit member. These members shall have their salaries increased by 2.5% effective January 1, 2019; 2.25% effective January 1, 2020; 2.25% effective January 1, 2021; 2.25% effective January 1, 2022 and 2.5% effective January 1, 2023. Those fire officers shall be paid as follows:

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Fire Lieutenant	\$92,977	\$95,069	\$97,208	\$99,395	\$101,880
Fire Captain	\$102,395	\$104,696	\$107,052	\$109,461	\$112,197

SECTION 2. Other contractual agreements related to fringe benefits directly affecting compensation of FMBA Local 264 members shall be in accordance with the contract executed by the Pennsauken Career Fire Officers Association and the Township of Pennsauken.

SECTION 3. Rates of pay set forth in this Ordinance shall be paid retroactively to those officers and employees who are actively engaged in the service of the Township at the time of passage of this Ordinance or the date of hire if subsequent to that date.

BE IT FURTHER ORDAINED that all Ordinances and parts of Ordinances inconsistent herewith, to the extent of such inconsistency only, be and the same are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon due passage and publication according to law.

No public wished to comment.

Committeewoman McBride moved a motion to adopt Ordinance 2020:13.
 Committeeman Dyer seconded the motion.
 An affirmative 4/0/1 roll call vote was recorded.
 Mayor Killion abstained from the vote.

RESOLUTION(s) (PUBLIC HEARING/PUBLIC MAY COMMENT) The Following Resolution(s) will be considered individually:

2020:161 (Second Reading)

RESOLUTION AUTHORIZING THE 2020 GARBAGE DISTRICT BUDGET
 (The budget is on file in the Clerk's office)

No public wished to comment.

Name	Motion	Second	Aye	Nay	Abstain	Absent
<i>Dyer</i>		√	√			
<i>McBride</i>			√			
<i>Rafeh</i>			√			
<i>DiBattista</i>	√		√			
<i>Killion</i>			√			

2020:162 (Second Reading)

RESOLUTION ADOPTING THE INTRODUCED 2020 PENNSAUKEN TOWNSHIP MUNICIPAL BUDGET
 (The budget is on file in the Clerk's office)

The floor was open to the public for comment.

Mr. Martinez of Chestnut Street questioned where he could get or see a copy of the Budget.

Mayor Killion referred the question to Acting Clerk Scott-Forman, who replied it was published in the Courier Post; the Retrospect and available in the Clerk's office.

Committeewoman Rafeh moved a motion to close the floor to the public.
 Committeeman Dyer seconded the motion.
 An affirmative 5/0 roll call vote was recorded.

2020:162(A)

RESOLUTION TO AMEND THE TOWNSHIP OF PENNSAUKEN'S 2020 MUNICIPAL BUDGET

WHEREAS, the local municipal budget for the year 2020 was approved on the 4th day of June, 2020; and

WHEREAS, the public hearing on said budget has been held as advertised; and

WHEREAS, it is desired to amend said approved budget.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the township of Pennsauken, County of Camden and State of New Jersey that the following amendments to the approved budget of 2020 be made:

	<u>FROM</u>	<u>TO</u>
CURRENT FUND – ANTICIPATED REVENUES		
GENERAL REVENUES		
1. Surplus Anticipated	\$ 2,700,000.00	\$ 2,810,000.00
2. Surplus Anticipated with Prior Written Consent of Director of Local Government Services		
Total Surplus Anticipated	2,700,000.00	2,810,000.00

SUMMARY OF REVENUES		
1. Surplus Anticipated (Sheet 4, #1)	2,700,000.00	2,810,000.00
5. Subtotal General Revenues (Items 1, 2, 3 and 4)		
	18,075,000.00	18,185,000.00
7. Total General Revenues	40,670,000.00	40,780,000.00

CURRENT FUND – APPROPRIATIONS		
8. General Appropriations		
(D) Municipal Debt Service – Excluded from “CAPS”		
Payment of Bond Anticipation Notes and Capital Notes	-0-	110,000.00
Total Municipal Debt Service – Excluded from “CAPS”	3,413,762.00	3,523,762.00
(H-2) Total General Appropriations for Municipal Purposes Excluded from “CAPS”	4,542,059.88	4,652,059.88
(O) Total General Appropriations – Excluded from “CAPS”	4,542,059.88	4,652,059.88
(L) Subtotal General Appropriations (Items (H-1) and (O))	37,370,000.00	37,480,000.00
9. Total General Appropriations	40,670,000.00	40,780,000.00

	<u>FROM</u>	<u>TO</u>
SUMMARY OF APPROPRIATIONS		
(D) – Municipal Debt Service	\$ 3,413,762.00	\$ 3,523,762.00
Total General Appropriations	40,670,000.00	40,780,000.00

BE IT FURTHER RESOLVED, that the Governing Body approves this Resolution by the following names:

RECORDED VOTE

Moved 2nd YEA NAY ABSTAIN

MAYOR TIM KILLION		X
DEPUTY MAYOR MARCO DIBATTISTA	X	X
COMMITTEEWOMAN ELIZABETH McBRIDE		X
COMMITTEEWOMAN JESSICA JARBOUH-RAFEH	X	X
COMMITTEEMAN ALMAR DYER		X

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed forth with the Office of the Director of the Division of Local Government Services for his/her certification of the local municipal budget so amended.

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF A RESOLUTION AMENDING THE BUDGET, ADOPTED BY THE GOVERNING BODY ON THE NINTH DAY OF JULY, 2020.

Director Regulatory Services, Shakir Ali read the following explanation:

The 2020 municipal budget was submitted to Local Government Services (DCA) approximately 05-26-2020 following approvals from both our Bond Counsel, and the Auditor. We received a denial notice from LGS for the municipal budget yesterday morning 07-08-2020.

The denial was specific to the paydown structure submitted for the 2017 bond anticipation notes, identifying that a \$107,000.00 payment should have been included in the third quarter of the budget, criteria that was refuted by Mr. Crane, our Bond Counsel and the Auditor. Multiple responses to and from LGS, the Deputy Attorney General, our Bond Counsel, Auditor and Ron Crane have been sent and received in the last 24 hours in advance of the second reading of the municipal budget tonight. As late as 12:20 this morning, our Bond Counsel submitted his latest volley to LGS for permission for the township to move forward with adopting the budget.

Ron Crane revised the budget as prepared last night, included a \$107,000.00 2017 bond anticipation note payment, sourced from the fund balance, and submitted the revision to the Bond Counsel and Auditor for review. Fortunately, LGS replied with approval for the Township to proceed with the adoption of the budget tonight as planned.

The floor was open for public comment.

No public wished to comment.

Deputy Mayor moved a motion to close the floor to the public.
 Committeewoman Rafeh seconded the motion.
 An affirmative 5/0 roll call vote was recorded.

Motion to adopt the Budget as amended was recorded as follows:

Name	Motion	Second	Aye	Nay	Abstain	Absent
<i>Dyer</i>			√			
<i>McBride</i>			√			
<i>Rafeh</i>	√		√			
<i>DiBattista</i>		√	√			
<i>Killion</i>			√			

2020: 168

RESOLUTION AUTHORIZING EXECUTION OF LETTER OF INTENT WITH LIBERTY TERMINAL AT PENNSAUKEN, LLC AS REDEVELOPER FOR BLOCK 201, LOT 4 (formerly LOTS 1-6) ON THE OFFICIAL TAX MAP OF PENNSAUKEN TOWNSHIP

WHEREAS, the township of Pennsauken (“Township”) had previously requested the Pennsauken Township Planning Board (“Planning Board”) to conduct a preliminary investigation to determine whether certain real property located within Pennsauken and referred to as the “Waterfront Redevelopment Study Area, Phase 1” (Waterfront Redevelopment Area”); qualified as an “area in need of redevelopment” pursuant to the provisions of the Redevelopment Law; and

WHEREAS, on June 5, 2001, the Planning Board, after conducting a preliminary investigation and public hearing in accordance with the requirements of the Redevelopment Law, determined that the real property located within the “Waterfront Redevelopment Area”, qualified as an area in need of redevelopment and recommended that said area be designated as a redevelopment area, finding that the redevelopment of said area is a public purpose benefiting the residents and businesses located within Pennsauken; and

WHEREAS, pursuant to the provisions of the Redevelopment Law, on June 27, 2001, Pennsauken adopted Ordinance No. 2001-29, designating the Waterfront Redevelopment Area as an area in need of redevelopment and adopting the “Redevelopment Plan for the Township of Pennsauken Waterfront Study Area, Phase 1” (“Redevelopment Plan”). The Redevelopment Plan was amended in 2005 and again in 2008; and

WHEREAS, the term of the Redevelopment Plan was twenty-five years from its adoption on June 27, 2001, and is in existence at present; and

WHEREAS, on May 11, 2005, the Township signed a Redevelopment Agreement with Cherokee Pennsauken Urban Renewal, LLC, and Cherokee Pennsauken, LLC (together “Cherokee”) by which Cherokee was designated as the “Redeveloper” for the Waterfront Redevelopment Area; and

WHEREAS, Cherokee thereafter abandoned its role as the designated “Redeveloper” and did not implement any part of the Redevelopment Plan, and the Township terminated the Redevelopment Agreement with Cherokee on May 2, 2019 by adopting Resolution 2019-160; and

WHEREAS, included within the Redevelopment Area is property identified as Block 201, Lot 4 (formerly Lots 1-6) on the Official Tax Map of Pennsauken (the “Project Site”); and

WHEREAS, in 2018, after review of a site plan for the proposed Liberty use, and upon recommendation of the Planning Board, Pennsauken adopted an Ordinance making an oil storage and blending facility a permitted use within the Waterfront Redevelopment Area; and

WHEREAS, Liberty has made a formal request to be the Redeveloper for the Project Site only, and proposes to redevelop the Project Site as a new oil storage facility for petroleum storage and distribution.

WHEREAS, The Township is desirous of seeing the Project Site developed for useful purposes; and

WHEREAS, the Township and Liberty are desirous to enter into a LOI in order to set forth their respective rights, obligations and responsibilities of the Parties to negotiate diligently and in good faith to complete a redevelopment agreement for the Project Site and to provide for a financial agreement between Liberty and the Township of Pennsauken.

NOWHEREFORE, be it resolved by the Mayor and Township Committee of the Township of Pennsauken, County of Camden and State of New Jersey the following:

1. The Letter of Intent, substantially in the form attached hereto as Exhibit "A" between the Township of Pennsauken and Liberty (or its affiliate, Liberty Energy Urban Renewal, LLC) in order to set forth the rights, obligations and responsibilities of the Parties to negotiate diligently and in good faith to complete a redevelopment agreement for the Project Site and to provide a financial agreement between Liberty and the Township of Pennsauken is approved and adopted.
2. The Mayor and/or Administrator and the Township Clerk of the Township of Pennsauken are hereby authorized to execute the LOI on behalf of the Township of Pennsauken.

Mr. Ali explained this is the first step for the Redevelopers.

No public wished to comment.

Committeewoman McBride commented on the location of the site and the good partnership with the developer.

Mayor Killion commented on the amount of money invested by the Company and how the Township is looking forward to continuing the partnership.

No public wished to comment.

Name	Motion	Second	Aye	Nay	Abstain	Absent
<i>Dyer</i>		√	√			
<i>McBride</i>			√			
<i>Rafeh</i>			√			
<i>DiBattista</i>	√		√			
<i>Killion</i>			√			

2020:169

RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION AND EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF MELROSE HIGHWAY

WHEREAS, the New Jersey Department of Transportation (NJDOT) is accepting applications for the Fiscal Year 2021 Municipal Aid Program; and

WHEREAS, submittal of Municipal Aid applications through the online SAGE process requires a Resolution of the governing body be signed and sealed by the Clerk and Township Administrator.

NOW, THEREFORE, BE IT RESOLVED that the Township Committee of the Township of Pennsauken, County of Camden and State of New Jersey formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Township Administrator and Clerk are hereby authorized to submit an electronic application identified as MA-2021-FY' 2021 NJDOT TRUST FUND RESURFACING OF MELROSE HIGHWAY-00624 to the NJ Department of Transportation on behalf of the Township of Pennsauken.

BE IT FURTHER RESOLVED that the Township Administrator and Clerk are hereby authorized to sign the grant agreements on behalf of the Township of Pennsauken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreements.

Mr. Ali stated there was a submission of support from the Engineer

No public wished to comment.

Name	Motion	Second	Aye	Nay	Abstain	Absent
<i>Dyer</i>		√	√			
<i>McBride</i>			√			
<i>Rafeh</i>	√		√			
<i>DiBattista</i>			√			
<i>Killion</i>			√			

2020:170

RESOLUTION AUTHORIZING A TRANSPORT BILLING AGREEMENT BY AND BETWEEN VIRTUA HEALTH, INC. AND THE TOWNSHIP OF PENNSAUKEN

TRANSPORT BILLING AGREEMENT

This Transport Billing Agreement ("Agreement") is entered into on this 1st day of August 2020 ("Effective Date"), by and between Virtua Health, Inc., a non-profit corporation with its corporate offices located at 303 Lippincott Drive, 4th Floor, Marlton NJ 08053, on behalf of its hospital affiliates, Virtua-Memorial Hospital Burlington County, Inc. and Virtua-West Jersey Health System, Inc. (collectively, "Virtua"), and Township of Pennsauken, a [non-profit/for profit] organization, with its principal place of business located at 5605 N. Crescent Blvd, Pennsauken, New Jersey 08110 ("Supplier"). Virtua and Supplier may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Supplier provides Basic Life Support Services and Transportation to meet the needs of the New Jersey residents and others within the boundaries of the Township of Pennsauken and all areas served by the Township of Pennsauken (the "Region");

WHEREAS, Supplier provides Emergency Transport for patients to various hospitals in the Region for specified fees;

WHEREAS, Supplier is appropriately and currently licensed by the New Jersey Department of Health pursuant to N.J.A.C. 8:40 et seq.;

WHEREAS, Supplier and Virtua are both properly enrolled as providers in the Medicare and Medicaid programs by the Centers for Medicare & Medicaid Services ("CMS");

WHEREAS, Supplier has a need to provide Advanced Life Support Services to its residents and others in specific situations in the Region;

WHEREAS, Virtua is a provider of such Advanced Life Support Services in the Region;

WHEREAS, Supplier has expressed a desire for Virtua to provide it with Advanced Life Support Services as set forth herein; and

WHEREAS, the health, safety and welfare of the residents of the Region will benefit from Supplier and Virtua entering into this mutual agreement;

NOW, THEREFORE in consideration of the mutual promises and understandings contained herein, the parties hereto covenant and agree as follows:

TERM: This Agreement shall be for a period of one-year beginning on the Effective Date and ending July 31, 2021. This Agreement may only be amended, postponed or terminated by a writing signed by both Parties.

SERVICES: Virtua and Supplier are deemed to have the status of independent contractors and nothing in this Agreement is intended to, nor shall it be construed to, make the Parties joint ventures or make either Party an agent of the other or responsible for the other's debts.

INSURANCE AND LIABILITY: Virtua shall supply to Supplier proof of insurance which would cover any and all injuries to Virtua personnel in the performance of the duties under this Agreement. This includes but is not limited to professional liability and workers' compensation coverage. The Supplier represents and warrants that its personnel and vehicles are insured with appropriate liability, workers' compensation, medical/professional liability and motor vehicle insurance. A Certificate of Insurance shall be provided to either Party upon request by the other Party.

COMPENSATION: Virtua agrees to pay Supplier the sum of \$ 410.57 for each patient who is covered by Medicare and \$ 70.00 for each patient who is covered by Medicaid, which shall be based on the then-current Medicare/Medicaid allowable rate ("Fee"). Supplier agrees to accept the Fee as its payment in full in connection with all patients who are rendered treatment by the Virtua Mobile Intensive Care Unit personnel and transported by the Supplier's ambulance vehicle.

Should this Fee change by law during the course of this Agreement, the compensation will be adjusted accordingly through a written amendment signed by both Parties.

Virtua will submit only one combined bill to either the Medicare and/or Medicaid Programs. Virtua will submit these claims to the Part A fiscal intermediary, Highmark Medicare Services, PO Box 3305, Mechanicsburg, PA 17055-1840.

Virtua shall submit the combined bill to the Medicare and/or Medicaid Programs for all BLS and Virtua ACLS services, including where Virtua provides examination and/or treatment but does not participate in the transport of the patient.

Supplier acknowledges and agrees that payment by Virtua of the Fee discharges the liability of the patient or any other person to pay for the Supplier's services provided pursuant to this Agreement, and that Supplier shall not bill any patient, financially responsible party, insurer, or third-party payor, including Medicare or Medicaid, for any transports described in this Agreement.

The Parties agree that the Fee is a product of bona fide, arm's length negotiations, and to the best of their knowledge, is commercially reasonable and is consistent with fair market value without taking into account — in the aggregate or otherwise — the volume or value of referrals or other business generated between and among the Parties or their affiliates.

PAYMENT: Virtua shall pay Supplier within thirty (30) days of submission of the payment/patient run list.

DEFAULT AND REMEDY: In case of a breach of this Agreement, the non-breaching Party shall deliver to the breaching Party, in writing, the grounds for believing that there has been a breach and the breaching Party shall have thirty (30) days to answer and cure such breach. If the breach is not adequately cured within that time, the non-breaching Party shall have the option of declaring this Agreement terminated. All services provided by the Parties prior to such termination must be compensated according to the terms of the Agreement up to the time of termination. All services to be provided to Virtua by the Supplier must be delivered until the date of termination.

SUPPLIER'S SERVICES: The Supplier shall provide those Basic Life Support Services necessary to transport individuals in need of Advanced Life Support care. This shall include the provision of trained Emergency Medical Technician personnel ("EMTs"), capable of providing emergency medical help, as well as equipment and vehicles to transport patients. The Supplier shall ensure that all vehicles and medical equipment contained therein shall meet the requirements of all applicable federal, state and local laws, regulations and licensure standards. In addition, all of Supplier's EMT personnel shall be licensed or certified in accordance with the requirements of the State of New Jersey and will be oriented to and familiar with the operation of all equipment, appropriate to their level of certification or licensure. All Supplier staff operating ambulance units will possess a valid driver's license and have a satisfactory driving record.

Supplier shall provide Virtua with documentation as to the nature and amount of calls received and necessary information about the patients to enable Virtua to properly bill the appropriate payor as well as any other reasonable information or documentation as may be requested by Virtua.

Supplier shall also provide for a cooperative effort from the Township of Pennsauken's billing service and the Virtua Health Mobile Intensive Care Unit billing office.

VIRTUA'S SERVICES: Virtua shall provide Advanced Life Support personnel, when appropriate, who are duly qualified, trained, certified and affiliated to provide such services in accordance with the New Jersey State Department of Health and the Office of Emergency Medical Services regulations. These personnel shall provide care under the Virtua Health Mobile Intensive Care Unit Program, consistent with the Program's applicable policies and procedures. Supplier acknowledges and agrees that Virtua's Advanced Life Support personnel shall exercise professional responsibility over the Advanced Life Support Services being provided to patients, including examination and treatment prior to transport, in lieu of transport, or being transported by Supplier under this Agreement, and that any of Supplier's personnel involved in the transport of such patients shall defer to Virtua's Advanced Life Support personnel in all matters related to the care of such patients during the transport.

Virtua shall submit the combined bill on behalf of Supplier and Virtua for all encounters where Virtua provides ACLS services, including those that do not involve transport by Virtua ACLS personnel

OTHER AGREEMENTS: Virtua and the Supplier represent that no other agreement, oral or written, except as attached to or specifically incorporated into this Agreement exists between the Parties. The provisions of the Agreement will govern the relationship between Virtua and the Supplier.

JURISDICTION: This Agreement is made and shall be governed by the laws of the State of New Jersey.

REGULATORY CHANGES: The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

NO REFERRALS: Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and all other Federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.

NO EXCLUSIONS: Each Party represents to the other that as of the Effective Date and during the term of this Agreement that it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the “Federal health care programs”), (ii) is not convicted of a criminal offense related to the provision of health care items or services, and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

Mr. Ali explained, this is an annual agreement.

No public wished to comment.

Name	Motion	Second	Aye	Nay	Abstain	Absent
<i>Dyer</i>	√		√			
<i>McBride</i>		√	√			
<i>Rafeh</i>			√			
<i>DiBattista</i>			√			
<i>Killion</i>			√			

CONFERENCE /ITEMS OF DISCUSSION

Economic Development

Mr. Larry Cardwell commented the company working on the Solar project on Westfield Avenue would be holding another meeting with the residents and requested 2 members of Committee attend. He proceeded to submit the following request:

Unity Health Training Center – 6015 Westfield Ave (**next to the 7-11**) Office for making home health care appointments. No clients will visit the office. The proprietor Margarita Santiago has worked in the field for over 15 years.

- **Committee approved to move forward**

Beauty make up – 5509 Westfield Ave (**formerly LAN Pharmacy**) this would be a one-stop-shop for all things related. Makeup, eyelash extension, and waxing services. The aim is to create an inviting, family like atmosphere for women of all ages.

- **Committee approved to move forward**

Elegant Beauty Salon – 5507 Westfield Ave (**Foxy Lady Beauty Salon**) this is for a sale of the business, which will also be renamed by the new proprietor other than a new owner of the business no other changes are planned.

- **Committee approved to move forward**

JARC Art Gallery – 1100 Route 73 unit 1 (**across route 73 from the High School**) this rental unit would be an art gallery that also does framing. The perspective tenant currently utilizes a space at the Grand Market in Willingboro.

- **Committee approved to move forward**

Hotdogs & Ice cream Parlor – 1100 Route 73 unit 2 (**across route 73 from the High School**)- hotdogs and ice cream items are for take-out only.

- **Committee approved to move forward**

AGENDA ITEMS -

RESOLUTIONS – MATTERS OF LITTLE OR NO DISCUSSION:

2020-2021 Liquor License Renewals (August 20th)

PUBLIC COMMENT

Mayor Killion opened the floor for public comment.

No public wished to comment.

Deputy Mayor DiBattista moved a motion to close the floor to public comment. Committeeman Dyer seconded the motion. An affirmative 5/0 voice vote was recorded.

COMMITTEE COMMENTS

Mayor Killion's comments were in reference to:

- Residents continuing to be diligent in wearing face mask; even though it has slowed in New Jersey, it is spiking in several States and still deadly.
- Trash, recycling and yard debris has been problematic; Committee is aware of it and working towards a solution.
- Thanked residents for being the best weapon informing Committee and Police of the overbearing illegal fireworks going off leading up to the 4th of July.
- Committee and the Police are looking to restart the neighborhood watch program.
- Committee will continue to work with the organizers of the Black Lives Matter movement here in Pennsauken, which will be lead by Committeeman Dyer and Committeewoman Rafeh.

Deputy Mayor DiBattista's comments were in reference to:

- Executive order # 163 and the continuation of mask being worn by the public. Pennsauken numbers pale to other areas, but the 17 lives lost are too many and to continue to pray for their families.

- Trash continues to be a problem, Committee hears the residents and sees the comments via the social media pages. Call Public Works directly at 856-663-0178 to lodge the formal complaint or call the Municipal building at 856-665-1000. The Committee is trying to find a resolution.
- Thanked participants on the call and requested everyone to stay safe.

Committeewoman Rafeh's comments were in reference to:

- Gave a quote from Michelangelo
- Black Lives Matter (BLM) - conversation and happy to be part of trying to fix what hasn't been fixed.
- Questions about youth programs specifically football and soccer to contact the PYAA directly.
- The Library will have virtual summer programs for all ages, information will be online or to call 665-5959 ext. 3 or 6.

Committeewoman McBride's comments were in reference to:

- Staying safe and wearing your mask to get through this pandemic.

Committeeman Dyer's comments were in reference to:

- The 697 cases of COVID 19 the Mayor referenced and his sympathies for the 17 lives lost.
- The Black Lives Matter conversation continuing and the need to listen to the younger generation.
- Restriction on activities as far as sports are concerned and the importance of following the State guidelines.

Committeewoman Rafeh moved a motion to adjourn.

Committeeman Dyer seconded the motion.

An affirmative 5/0 voice vote was recorded.

Meeting adjourned at 6:45pm.

Respectfully submitted,

Pamela Scott-Forman
Acting Municipal Clerk

ADOPTED: August 6, 2020